



CITY OF ROCKVILLE

111 Maryland Avenue
Rockville, Maryland 20850

INVITATION FOR BID # 17-16
SOUND AND LIGHTING SERVICES FOR EVENTS

Sealed bids addressed to the City of Rockville, Maryland for **SOUND AND LIGHTING SERVICES FOR EVENTS** will be received at the Purchasing Office, Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850 until **02:00 PM (EST), WEDNESDAY, JANUARY 13, 2016.**

The Bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor and Council Chambers at the same address.

Bid sheets shall be submitted in a sealed envelope. The face of the envelope should contain the date and time of bid opening and bid number.

1. **Procurement Rules:**

- A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words “shall”, “must”, or “will” are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this IFB’s mandatory requirements.
- B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

D. Definitions:

1. The term “**Invitation for Bid**” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.
2. The acronym “**ADA**” means the Americans with Disabilities Act of 1990, as amended.
3. The terms “**bid**” and “**bid proposal**” means the offer submitted by you, the Bidder, in response to this IFB.
4. The term “**Bidder**” means the entity making an offer to the City of Rockville in response to this IFB.
5. The term “**City**” means the City of Rockville.
6. The term “**Contractor**” means a Bidder that is awarded a contract as a result of this IFB.
7. The term “**day**” means calendar day unless otherwise specified in this document.
8. The term “**dollar**” and the symbol “\$” mean United States of America dollars.
9. The terms “**you**” and “**your**” means the same as the term “**Bidder**” above.
10. All references to a time of day are references to the time in Montgomery County, Maryland, USA.
11. The term “**HTH**” means Hometown Holidays.

2. Proposed Schedule:

- A. IFB release date –WEDNESDAY, DECEMBER 23, 2015
- B. Questions Due – WEDNESDAY , JAUNUARY 6, 2016 BY 2PM (EST)
- C. IFB closing date – WEDNESDAY , JAUARY 13, 2016**
- D. Opening/Reading of bids – WEDNESDAY , JANUARY 13, 2016

3. Questions Concerning this Invitation for Bid (IFB):

- A. Questions concerning any portion of this IFB should be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this IFB. Questions should be submitted – JAUNUARY 6, 2016 BY 2PM (EST)
- B. Mark subject line or cover page or envelope “**Questions on IFB 17-16**”.
- C. Submit questions to:

Jessie J. Woods
Buyer I
City Of Rockville
Phone: 240.814.8431
Fax: 240.814.8439
E-mail : jessie.woods@RockvilleMd.gov

- D. Failure by a Bidder to ask questions or request changes by the dates indicated above shall constitute the Bidder's acceptance of all of the terms, conditions and requirements set forth in this IFB.

- E. No answers given in response to questions submitted shall be binding upon this IFB unless released in writing as an addendum to the IFB by the City Of Rockville, Purchasing Office.
- F. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.
- G. To ensure fair consideration for all potential bidders, any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed bidders. Such addendums, if issued, will be posted at the addresses listed below:

<http://www.rockvillemd.gov/business/bids.htm>

<https://emaryland.buyspeed.com/bsa/external/publicBids.sdo>

4. **Delivery of Bid Proposal:**

- A. Your bid proposal (offer) shall be sealed and delivered or mailed to:

City of Rockville
Purchasing Division
2nd Floor
111 Maryland Avenue
Rockville, Maryland 20850

Clearly mark each bid proposal package with:

BID NUMBER: IFB 17-16

BID TITLE: SOUND AND LIGHTING SERVICES FOR EVENTS

BIDDERS NAME: (Insert Bidder's Name and Address)

DUE DATE: 02:00 PM (EST), WEDNESDAY, JANUARY 13, 2016

Failure to clearly mark each bid proposal package with this information may cause the City of Rockville to open the bid proposal package before the official closing date and time. If the bid proposal package is opened due to lack of markings, it shall be resealed and opened at the official IFB opening.

It is solely the Bidder's responsibility to ensure that its bid proposal package is **DELIVERED TO and ACCEPTED** by the City of Rockville's Purchasing Division at the above specified address prior to the official closing date and time. A bid proposal will not be considered for

award if received in the City of Rockville's Purchasing Division after the official closing date and time.

Note: Please ensure that if you use a third party carrier (USPS, FedEx, Airborne, UPS, etc.) that the carrier is instructed to deliver your bid proposal package **only** to the address above.

The City will not accept facsimile (fax) or electronic submission of bid proposals.

5. Public Bid Opening:

- A. Shortly after the date and time specified above, all bid proposals that have been timely accepted by the City of Rockville will be opened, recorded, and accepted for consideration.
- B. The bid opening will be held in the Mayor & Council Chambers on the Third Floor of the address listed above.
- C. The names of the bidders submitting bid proposals will be read aloud and recorded. The bid proposals will be available for inspection during normal business hours in the Purchasing Division after the official bid opening.
- D. Individuals covered by the Americans with Disabilities Act of 1990 (ADA) in need of accommodations to attend public bid openings or meetings should contact the ADA Coordinator at 240.314.8100, TDD 240.314.8137 at least five days prior to the closing date.

6. Evaluation of Bids:

- A. The City will review each bid proposal received and accepted prior to the official closing date and time for responsiveness:
 - 1. Has the Bidder conformed to all requirements of this Invitation for Bid?
 - 2. Are all forms properly signed and sealed as required?
 - 3. Are all required documents included with the bid proposal package?
 - 4. Did the Bidder take any exceptions to the requirements?
- B. Price Reasonableness and Price Realism Reviews:
 - 1. The Purchasing Manager will have all price proposals analyzed against City's initial price estimate for price reasonableness (price too high) and price realism (price too low);
 - 2. The Purchasing Manager may have additional confidential price analysis(es) conducted on any price proposal;
 - 3. If based upon the price analysis, the Purchasing Manager determines that the price proposed appears unreasonable or unrealistic the Purchasing Manager will require that

the Bidder submit documentation justifying the bid price(s) proposed.

4. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

C. Unbalanced Bid:

1. An unbalanced bid is a bid with line items or unit prices with an extreme variation from the City's estimate, or where obvious unbalancing of unit prices has occurred.
2. If the Purchasing Manager determines that the bid appears to be unbalanced, the Purchasing Manager will require that the Bidder submit documentation justifying the bid price(s) proposed.
3. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

7. **Award of Contract:**

- A. **IF** the City of Rockville awards a contract as the result of this Invitation for Bid, the City intends to award it to the responsible Bidder with the lowest priced responsive bid; however, nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
- B. **Your bid proposal is a binding offer to the City.** The City will consider the bid proposal (offer) that you, the Bidder, make to the City as a binding offer for not less than 90 calendar days from the IFB closing date. The City may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The City will consider the signed bid proposal as an offer by you and such offer shall be judged accepted by the City only in accordance with all requirements listed below.
- C. **The City is not obligated to make any award as a result of this IFB.**
- D. The City has the sole discretion and reserves the right to cancel this IFB, and to reject any and all bids, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in the City's best interests to do so.
- E. In the event of default by the awarded Bidder, the City reserves the right to award a contract to the responsible Bidder with the next lowest priced responsive bid without any further notice or

competition.

- F. The City reserves the right to reject any bid proposal determined by the Purchasing Manager to be inadequate or unacceptable.
- G. Acceptance of Offer: A bid proposal / offer will be considered accepted by the City and a contract formed between the City and the Bidder upon the issuance of a City of Rockville purchase order.

7.1 Award Criteria:

- A) In determining the responsibility of a Bidder, the following criteria will be considered:
- B) The ability, capacity and skill of the Bidder to perform the contract or provide the services required;
- C) Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- D) The character, integrity, reliability, reputation, judgment, experience and efficiency of the Bidder;
- E) The quality of performance on previous contracts or services;
- F) The previous and existing compliance by the Bidder with laws and ordinance relating to the contract or service;
- G) The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
- H) The quality, availability and adaptability of the goods or services to the particular use required;
- I) The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract;
- J) Whether the Bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- K) Such other information as may be secured by the City having a bearing on the decision to award the contract.

8. Notice to Bidders from Outside Maryland:

"Pursuant to [7-201 et seq. of the Corporations and Associations](#), Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

9. U.S. Treasury Employer Identification Number:

Bidders must supply with its bids its U.S. Treasury Department Employers' Identification Number as such number is shown on its Employer's quarterly Federal Tax Return ([U.S. Treasury Department Form No. 941](#)). This number shall be inserted on the Bid Proposal Form in the space provided.

10. Qualification to Contract with Public Body:

Each Bidder must be qualified to bid in the State of Maryland in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code Of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

11. Minor Informality:

The Purchasing Manager reserves the right to waive a minor informality, immaterial bid defect and/or technicality if such waiver is determined to be in the best interest of the City. A minor informality or immaterial defect means a bid requirement that is merely a matter of form or is an immaterial provision in the solicitation. A bid defect is immaterial when the significance of the defect is negligible when contrasted with the total cost or scope of the procurement. A technicality is a small detail in specification, requirement, term or condition that forces an unwanted, unexpected and/or negative result upon the City. The decision of the Purchasing Manager with respect to whether a requirement is a minor informality, whether a bid defect is immaterial, or whether a technicality exists, as well as, whether or not a waiver is in the best interest of the City is final and may not be challenged by a Bidder.

12. ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

13. MFD INFORMATION

It is the intent of the City Of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.



CITY OF ROCKVILLE MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
NON-CONSTRUCTION – 10/2012

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
 - Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - References, if requested
 - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:

- a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.
 - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;
 - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
 - d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
 - g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof.

When a group is specified, all items in the group must be bid. See page 21 for service items in which the award will be based on.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the Contractor decline the City's right to exercise any option period, the City may consider the Contractor in default, which may affect that Contractor's eligibility for future contracts.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.
19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master

Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.

20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **ELECTRONIC PAYMENT OPTION**
The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address: <http://www.rockvillemd.gov/business/payment>
26. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
27. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
28. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

29. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
30. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
32. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
33. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
34. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
35. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only

for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.

36. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Contract Administrator, Lew Dronenburg or Jason Beale, shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Contract Administrator.
37. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
38. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site And Remote Access Confidentiality Agreement, which can be viewed at the following web address: http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.
39. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
40. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
41. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

42. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Contract Administrator shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Contract Administrator, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
43. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
44. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

45. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of

the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.

46. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
47. **SUBCONTRACTING** Subcontractors are **not** allowed for this project. Exceptions will **not** be granted.
48. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
49. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
50. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
51. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others</i> Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
IFB 17-16 SOUND AND LIGHTING SERVICES FOR EVENTS
City Hall
111 Maryland Avenue
Rockville, MD 20850

CITY OF ROCKVILLE
BID PROPOSAL (QUOTE SHEET) FORM
INVITATION FOR BID # 17-16
SOUND AND LIGHTING SERVICES FOR EVENTS

“HOMETOWN HOLIDAYS”

SCOPE OF WORK

The City of Rockville is soliciting competitive quotes to provide sound and lighting systems and production services for three (3) stages for its “Hometown Holidays” festival to be held on Saturday, May 28, 2016 through Sunday, May 29, 2016, two (2) stages for our Monday, July 4th event, and the Rotary Run, which will be held on Saturday, July 16, 2016. SERVICE FOR ALL THREE EVENTS TO BE PROVIDED.

COMPETITION INTENDED

It is the City’s intent that this solicitation permits competition. It shall be the Contractors responsibility to advise the City’s Purchasing Division, telephone (240) 314-8430 if any language requirements or specifications restrict or limit competition. Such notification must be received by the City Purchasing Division not later than seven (7) calendar days prior to the due date.

SYSTEM REQUIREMENTS AND SETUP – GENERAL

The City requires sound, lighting and productions services that meet the exact or acceptable equivalent as required by the technical specifications from each engaged performing act. The audio systems are to be properly sized for festival stages at these venues and to provide coverage and be of a professional quality. The City requires experienced competent operators/audio/lighting engineers to be present at all stage venues at all performance times to operate the provided equipment. The following pages encompass a list of required equipment and setup requirements.

BACKGROUND INFORMATION

“**Hometown Holidays**” is the City of Rockville’s largest annual festival. The three-day outdoor event attracts over 50,000 to Rockville’s Town Center. Activities include stage concerts, the “Taste of Rockville” featuring food from local restaurants, kids’ activities, and a parade. This year’s festival is placed in a town center atmosphere including retail, restaurants, and residential. The City shall have final say in sound and lighting levels.

TIMELINE

Stage #1 Set Times for Saturday & Sunday

- 2:00-3:30pm
- 4:00-5:30pm
- 6:30-8:00pm
- 8:30-10:00pm

Stage #2 Set Times for Saturday & Sunday

- 2:00-3:30pm
- 4:00-5:30pm
- 6:00-7:30pm
- 8:00-9:30pm

Stage #3 Set Times for Saturday & Sunday

- 2:30-4:00pm
- 4:30-6:00pm
- 6:30-8:00pm
- 8:30-10:00pm

STAGE #1

Stage #1 will be a SL250 provided by the City. Power will be via Onsite generators (1 generator for Lighting 1 for Audio) Front of house mix position will be provided and tented approximately 100’ from the downstage edge of the stage. Audio/Lighting can have access to the stage beginning at 6:30am on Saturday, May 28, 2016. Audio and Lighting system shall be operational by 11:00am (EST) on May 28, 2016 before the first musical performance. Production Advance for performers will be coordinated by the City of Rockville Production Manager.

AUDIO

2 Digital Audio Mixing Console

- Yamaha M7CL48, PM5D or approved equivalent. One console for Monitors- mixed from a side of stage extension (provided). One for the Front of house/mains
- Console must be fully functioning with all cables and power supplies

- External CD player and FM tuner (to play Sponsored radio station between sets)
- Adequate external Equalization and outboard processing to meet artists specifications

1 High Quality Speaker System with flown Line Array consisting of

- 16 boxes (8 per side) EAW KF730 or better or approved equivalent
- 8 EAW SM1000 Subs or better or approved equivalent
- All associated motors, rigging, and control
- All associated cables
- PA must be able to clearly reproduce 110db (A weighted SPL at mix position)
- Unequaled frequency response must be +/- 3db, 50hz-18000hz
- 4 Front fill 2 way speakers EAW JF series, Meyer or approved equivalent
- Appropriately sized amplification for entire speaker system- Lab Gruppen amplifiers with Lake processing or approved equivalent

1 Monitor, Microphone, cable package consisting of

- 10 Matching stage monitor wedges. (LF15" HF 2") bi amped /2 way in 10 separate mixes. EAW, Meyer or comparable
- 1 Double 15" powered sub for use as drum fills
- 1 Two way drum fill monitor
- Appropriately sized amplification for all monitors in system- Lab Gruppen amplifiers or approved equivalent.
- All wired microphones to meet artist's specifications or approved replacements
- All pro level microphone stands to meet artists specification
- 4 Shure Professional level wireless microphones – UHF/R wireless HH or approved replacement
- All stage cables, cords, snakes, patching necessary to integrate system and meet artist's specifications
- Com System to include stations for Front of House, Monitors, and backstage Production Manager (from City)
- Power distribution from provided Cam power (5 wire 3 phase run provided from Generator Company) to all audio amplifiers, mixers, audio equipment, and stage power distribution for artists use
- 1 8'x8' carpeted drum platform 1' tall
- Crew labor for load in and setup and strike

- Audio engineers for Front of house and Monitor mix
 - Engineers must have minimum of ten years professional experience mixing national artists and festival productions.
 - **Resumes must accompany your quote in order to be considered**

LIGHTING

- 48 ETC Source 4 Par cans mounted on 4 par bars of 6 fixtures each (24 upstage and 24 downstage minimum) or equivalent approved replacement. All pars to be pre-gelled with Purple, Red, Blue, and Amber or to meet artist's specifications
- 6 ETC Source 4 Ellipsoidal fixtures minimum from Downstage truss to serve as artists "specials"
- 2 8bank audience blinders
- 4 Moving Head Profile Fixtures (Mac 2000, Mac Viper or comparable replacement)
- 2 36channel 2.4k dimmers. ETC Sensor or comparable replacement
- 2 Trusses 12"x12" 30' long Flown for upstage and downstage lighting positions
- 4 motors to fly trusses. CM ¼ ton (low trims so 1 ton motors not acceptable)
- All cabling, rigging, power distribution needed to interface and patch rig
- 1 Lighting Console ETC Express or equivalent
- Crew Labor for load in, setup, and strike
- Lighting Director for all performances

STAGE #2

The Stage (24'x16'x6") is located at the rear of a 40'x140' tent. Stage is flanked by provided wrapped scaffolds. Speaker positions stacked inside of scaffolds to bring them off the ground. Mix position at edge of the tent approx. 45' from DS stage edge. All cable run to FOH to be run overhead or in cable ramps (audio vendor to provide). Monitors are mixed front of house. Audio/Lighting can have access to the stage any time after 4a.m. on Saturday, May 28, 2016. The audio and lighting system shall be operational by 12:00pm (EST) on May, 28, 2016 before the first musical performance.

AUDIO

1 Digital Audio Mixing Console

- Yamaha LS9-32, M7CL-32 or approved equivalent
- Console must be fully functioning with all cables and power supplies.
- External CD player and FM tuner (to play Sponsored radio station between sets)
- Adequate external Equalization and outboard processing to meet artists specifications

1 High Quality Speaker System Stacked consisting of

- 6 boxes (3 per side) EAW KF730 or better or approved equivalent

- 4 EAW SB 730 (2 per side) Subs or better or approved equivalent
- All associated cables
- PA must be able to clearly reproduce 110db (A weighted SPL at mix position)
- Appropriately sized amplification for entire speaker system- Lab Gruppen amplifiers with EAW UX8800 processor or approved equivalent

1 Monitor, Microphone, cable package consisting of

- 6 Matching stage monitor wedges. (LF15" HF 2") 2 way in 6 separate mixes. EAW, Meyer or comparable
- 1 Two way drum fill monitor speaker
- Appropriately sized amplification for all monitors in system- Lab Gruppen amplifiers or approved equivalent
- All wired microphones to meet artist's specifications or approved replacements
- All pro level microphone stands to meet artists specification
- 2 Shure Professional level wireless microphones – UHF/R wireless HH or approved replacement
- All stage cables, cords, snakes, patching necessary to integrate system and meet artist's specifications
- Power distribution from provided Cam power (5 wire 3 phase run provided from Generator Company) to all audio amplifiers, mixers, audio equipment, and stage power distribution for artists use
- Crew labor for load in and setup and strike
- Audio engineer
 - Engineers must have minimum of ten years professional experience mixing national artists and festival productions
- Contractor to participate in pre-production meeting along with City of Rockville staff prior to event

LIGHTING

- 12 Chauvet LED Par COLORado Quad Tour or equivalent (to be hung from tent)
- 1 Lighting Console ETC Smart Fade or equivalent
- All cabling, rigging (to tent poles), power distribution needed to interface and patch rig
- Crew Labor for load in, setup, and strike
- Lighting Director for all performances from 1 hr. prior to sunset until end of shows

STAGE #3

Located on Maryland Avenue, the Stage is 24'x20'x2' and is tented. Mix position on ground level off center of the tent approx. 60' from DS stage edge. FOH mix position is under a provided 10'x10' tent. All cable run to FOH must be in cable ramps (audio vendor to provide). Monitors are mixed front of house. Audio/Lighting can have access to the stage any time after 6a.m on Saturday, May 28, 2016. The audio and lighting system shall be operational by 11:00am (EST) on May 28, 2016 before the first musical performance. This lighting system is to provide stage lighting under the tent, a dance area directly in front of the stage as well as tree lighting on the street.

AUDIO

1 Digital Audio Mixing Console

- Yamaha LS9-32, M7CL-32 or approved equivalent
- Console must be fully functioning with all cables and power supplies.
- External CD player and FM tuner (to play Sponsored radio station between sets)
- Adequate external Equalization and outboard processing to meet artists specifications

1 High Quality Speaker System Stacked consisting of

- 6 boxes (3 per side) EAW KF730 or better or approved equivalent
- 4 EAW SB 730 (2 per side) Subs or better or approved equivalent
- 2 Bil Jax 4x4 x 16" high decks for speaker risers
- All associated cables
- PA must be able to clearly reproduce 110db (A weighted SPL at mix position)
- Appropriately sized amplification for entire speaker system- Lab Gruppen amplifiers with EAW UX8800 processor or approved equivalent

1 Monitor, Microphone, cable package consisting of

- 6 Matching stage monitor wedges. (LF15" HF 2") 2 way in 6 separate mixes. EAW, Meyer or comparable
- 1 Two way drum fill monitor speaker
- Appropriately sized amplification for all monitors in system- Lab Gruppen amplifiers or approved equivalent
- All wired microphones to meet artist's specifications or approved replacements
- All pro level microphone stands to meet artists specification
- 2 Shure Professional level wireless Hand Held microphones – UHF/R wireless or approved replacement

- All stage cables, cords, snakes, patching necessary to integrate system and meet artist's specifications
- Power distribution from provided Cam power (5 wire 3 phase run provided from Generator Company) to all audio amplifiers, mixers, audio equipment, and stage power distribution for artists use
- Crew labor for load in and setup and strike
- Audio engineer
 - Engineers must have minimum of ten years professional experience mixing national artists and festival productions
- Contractor to participate in pre-production meeting along with City of Rockville staff prior to event

LIGHTING

- Lighting to be flown on genies and truss in front of stage
 - Genies must be properly weighted
- 12 Chauvet LED Par COLORado Quad Tour. Or approved equivalent as backlight from tent bar
- 4 Moving head profile fixtures (Mac 575, Studio Sport, or equivalent)
- 1 Lighting Console ETC Smart Fade ML or equivalent
- Crew Labor for load in, setup, and strike
- Lighting Director for all performances from 1 hr. prior to sunset until end of shows (10pm both nights)
- 4 ETC Source 4 Ellipsoidal fixtures from Downstage Truss
- Remote Dimmers for ETC Source 4 Ellipsoidal
- All cabling, rigging, power distribution needed to interface and patch rig
- 18 TRX Colorblast LED fixtures for tree/ ambient lighting with associated ground support, cabling and poles as needed

Note: All times are Eastern Rockville Time.

Note: Twenty (20) cable ramps are to be provided, at no additional cost, for City use during the event.

JULY 4TH

BACKGROUND INFORMATION

The City of Rockville's Saturday, July 4th event takes place in Mattie Stepanek Park. The event features a fireworks display at dark and musical entertainment on two stages.

TIMELINE

- Event date is Monday, July 4, 2016 with a rain date of Sunday, July 5, 2016
- Event and performances take place from 7pm to 9:45pm
- Event Location:
 - Mattie J.T. Stepanek Park, 1800 Piccard Drive, Rockville, MD 20850
- Stages shall be operational by 5pm on day of event
- Strike/load out immediately following event

STAGE #1

An SL100 provided by the City. Power will be via onsite generators. Front of house mix position will be provided and tented approximately 100' from the downstage edge of the stage. Audio system shall be operational by 5:00 p.m. (EST) on July 4, 2016 before the first musical performance. The rain date is Tuesday, July 5, 2016. Production advance for performers will be coordinated by the City of Rockville Production Manager.

AUDIO&LIGHTING

- Sound System for Regional Band Performance and fireworks soundtrack
 - (2) Digital Audio Mixing Consoles
 - High Quality Speaker System with flow line array
 - All appropriate monitors, microphone and cable packaging
 - LED Front Wash of Stage
 - Coverage area of approximately 250' x 400'
 - Crew labor for load in, set up, and strike
 - Audio engineer for performances
 - City of Rockville will provide 50kw generator

STAGE #2

Stage will consist of uncovered decking approximately 32' x 32'. Power will be via onsite generators. Front of house mix position will be provided and tented approximately 100' from the downstage edge of the stage. Audio system shall be operational by 5:00 p.m. (EST) on July 4, 2016 before the first musical performance. The rain date is Tuesday, July 5, 2016. Production Advance for performers will be coordinated by the City of Rockville Production Manager.

AUDIO

- Sound System for Concert band performance and fireworks soundtrack
 - Digital Console
 - High Quality speaker system with flow line array
 - Genies
 - All appropriate monitors, microphone and cable packaging for approximate (75) member concert band
 - Coverage area of approximately 300' x 200'
 - Crew labor for load in, set up, and strike
 - Audio engineer for performances
 - City of Rockville provided 50 kw generator
 - Lighting will be provided by the City of Rockville

RAIN DATE

There is a rain date of Tuesday, July 5, 2016 for this event. The above timing will remain the same, simply shifting to Tuesday, July 5, 2016.

POSTPONEMENT – 2016 July 4th Event

- If the City makes the decision to postpone the fireworks display due to inclement weather on July 4th, the Contractor will perform the July 4th Generator work as outlined above on Tuesday, July 5, 2016.
- Times and arrangements on Tuesday, July 5, 2016 shall be the same.
- If the Contractor has mobilized on the Mattie J.T. Stepanek Park site and the Independence Day fireworks cannot be fired on July 4 or July 5, 2016, or if the City cancels the event, the City will compensate the Contractor up to its maximum mobilization price (See item number 2 of Bid Proposal Form).
- If the Contractor has NOT mobilized on the Mattie J.T. Stepanek Park site and the City cancels the event, the City will compensate the Contractor up to its maximum mobilization price (See item number 2 of Bid Proposal Form).

Note: All times are Eastern Rockville Time.

ROTARY RUN

BACKGROUND INFORMATION

The Rotary Run is an 8k road race and post-race festival. The annual event attracts over 2,000 runners.

TIMELINE

- Saturday, July 16, 2016
- Event Location:
 - North Washington Street & Middle Lane, Rockville MD 20850
- Load In @ 5pm (can be as early as 3pm)
- Sound System operational by 7pm
- Walk Starts at 8:00pm
- Race Starts at 8:45pm
- Strike at Approximately 10:30pm
- No lighting requirements for this event

AUDIO

- Sound system for race announcing to be hung from client provided truss w/ genies.
 - Digital Mixer
 - (4) Speakers flown from truss/genies
 - (2) Wireless Microphones
 - All necessary cables and accessories
 - Genies provided by contractor
 - Technician to set up and operate system
- Coverage area of approximately 60' wide x 300'
- Mix position is adjacent to towers.
- City of Rockville will hang (2) banners from truss
- City of Rockville will provide water barrels to serve as tie off points
- City of Rockville will provide generator and fuel (Honda EU6500)

Note: All times are Eastern Rockville Time.

DESCRIPTIVE LITERATURE REQUIRED

Respondents are required to furnish with their quote, descriptive literature and detailed specifications for each item offered, and for each event conspicuous detail which separates each event. Failure to provide this information, and/or failure to provide this information separated per event, may result in the disqualification of your quote.

ORAL INTERPRETATIONS TO QUESTIONS

All technical questions pertaining to the specifications and/or equipment, or the finding of any discrepancy in or omission from the specification shall be directed to Mike Coppersmith, Special Operations Supervisor via telephone at 240-314-8605. Verbal explanations or instructions given by a City employee to the respondent will not be binding by the City unless confirmed in the form of a written addendum.

Information given, in response to a request, may be furnished to all potential respondents in the form of an addendum to the Request for Quote if such information is deemed necessary for the preparation of quotes, or if the lack of such information would be detrimental to potential respondents. Addendums, when issued by the Purchasing Division will be considered as being binding on the City. Requests for information must be received within seven (7) calendar days of the due date.

REMOVAL

As a convenience, the City of Rockville will provide security between 10:00 P.M. (Eastern) on Saturday, May 28, 2016 and 8:00 A.M. (Eastern) on Sunday, May 29, 2016. This convenience shall in no way be construed to relieve the Contractor of any storage responsibilities, or any liability for the Contractor's equipment on behalf of the City or any third party providing the security. (HOMETOWN HOLIDAYS)

Contractor must secure equipment for overnight. Take any equipment that may walk overnight.

All equipment must be removed from the site immediately following the last performances, with the site cleared by 2:00 A.M. (Eastern) on Monday, May 30, 2016. (HOMETOWN HOLIDAYS)

CONTRACTOR RESPONSIBILITIES

Contractor shall provide for employees and public safety at all times.

If unavoidable delay is expected or encountered in arrival (e.g. – traffic, accident, etc.), the Contractor shall immediately notify the City so that appropriate schedule changes and announcements can be made.

Contractor shall perform this contract as an independent contractor and shall not be considered an agent of the City of Rockville, nor shall any employees or agents of the contractor be considered an agent of the City.

The Contractor shall be responsible for damage to the City of Rockville's, the general public's, or any other third party event service provider's equipment and/or property by its work, negligence in work, and/or its personnel equipment. The Contractor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing the service.

The Contractor shall provide all labor and equipment necessary to perform this work. All employees of the Contractor shall be no less than 18 years of age, and shall be experienced in the type of work performed. No visitors, wives, husbands or children of the Contractor's employees will be allowed in the work area during the course of this work, unless they are bonafide employees of the Contractor, the City of Rockville or one of the performing acts.

The Contractor's employees provided to perform this service shall be fluent in the English language.

The City of Rockville is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by Contractor's employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this contract. In addition, Contractor employees shall observe the City's and Montgomery County, Maryland smoking policies.

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

The services provided under these specifications shall be performed using the latest methods and practices in current use, by the industry.

All equipment, items and services not specifically mentioned which are necessary for this service to be performed, or which are normally furnished, as standard, shall be provided by the Contractor. All equipment, items and services shall conform and be used in accordance to the accepted Standard of the Industry.

SAFETY AND CLEANLINESS

Contractor shall provide for a neat, clean, and safe environment at all times during all work, as determined by the City of Rockville. All vehicles, trailers, and other equipment must be in proper working order and a neat, clean appearance, as determined by the City of Rockville.

Employees of contractor shall be of neat appearance and conduct themselves in a professional manner while working for the City of Rockville, as determined by the City of Rockville. Whenever the contractor leaves a location, that location shall be clean, safe, and free of any tools and other materials related the work, as determined by the City of Rockville.

Any applicable manuals, including operating and preventative maintenance instructions, shall accompany equipment and be made available to the City upon request during the course of this work. Warnings and safety precautions shall be clearly indicated. Safety plaques or decals shall be affixed at any hazardous area, in accordance with industry standards and government regulations.

The City of Rockville reserves the right to control lighting and sound volume and to take any action which, in its discretion, is necessary to preserve order before, during, or following this type of an event.

REPAIRS

MINOR REPAIRS: The City may assist the Contractor with minor repairs as necessary in order to maintain equipment during the event. Minor repairs are defined as repairs requiring no parts, or when purchase of parts does not exceed \$25.00 for any one repair. In such an instance, any labor will be furnished by the City.

MAJOR REPAIRS: The Contractor shall assume the cost of all major repairs to the equipment except those resulting from willful negligence by the City only, damage resulting from fire, theft, vandalism and/or acts of God are the responsibility of the Contractor. Major repairs are defined, as those not covered in the paragraph above.

INSURANCE

The successful contractor must obtain and keep in force and effect during the term of the contract insurance coverage as specified within the Request for Quote, to include endorsements where applicable.

The City of Rockville does not carry insurance on equipment for this type of an event. If the Contractor does not wish to personally assume the risk of loss or damage, insurance against such loss or damage should be purchased at the Contractor's expense, and included in the quoted price. The City of Rockville will not pay deductibles or other costs associated with a Contractor's loss.

TRAVEL & PER-DIEM

Any and all costs associated with travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.) are the responsibility of the Contractor and should be factored into the price of the quote.

REFERENCES

Respondents are to provide with their quote, on the attached form provided by the City three (3) references for similar services they have provided within the last five (5) years and the last two (2) contracts completed by the respondent. Failure to provide references with the quote may be cause for determining a respondent non-responsive. Respondents who do not have the required experience may not be considered for award.

ASSIGNMENTS

Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the contractor except as expressly authorized in writing by the City and no contract shall be made by the contractor with any other part for furnishing any of the products or services herein contracted for with the written approval of the City.

CANCELLATION

This contract, and/or each individual event, is subject to cancellation by the City of Rockville only, without penalty, either in whole or in part with twenty-four (24) notice, up to ten (10) calendar days prior to the date of the event.

INVOICING

Invoices shall be submitted upon completion of each individual event and shall include a detailed breakdown of all charges. The City will pay all such invoices promptly unless any items thereon are in question, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The City of Rockville does not pay deposits or any other form of advances partial payment for this type of service.

COMPLIANCE

This contract shall be performed in accordance with contract specifications. The City of Rockville will decide all questions, which may arise as to the quality or acceptability of service performed and the manner of performance, the interpretation of the specifications and the acceptable fulfillment of the contract on the part of the Contractor.

CONTRACT TERM

The initial contract term shall be for the three (3) events specified on May 28-29, 2016 (HTH), July 4, 2016 (Independence Day Celebration), July 16, 2016 (Rotary Run), with an option to extend the contract for two (2) additional one-year periods through 2018, for the same three (3) events specified. See Proposal Forms for associated yearly dates.

Multiyear contracts may be continued each fiscal year only after funding appropriation and program approval have been granted by the Mayor and Council of Rockville. In the event funding is not granted, the affected multiyear contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

Should the Contractor decline the City's right to exercise any option period, the City may consider the vendor in default which may affect that vendor's eligibility for future contracts.

BID PROPOSAL FORM

(COMPLETE AND RETURN IN DUPLICATE)

SERVICE FOR ALL THREE EVENTS TO BE PROVIDED

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR IFB 17-16 SOUND AND LIGHTING SERVICES FOR EVENTS.

Bidders shall bid all items or the bid shall be deemed non-responsive and the bid shall be rejected.

YEAR ONE (INITIAL) - 2016

ITEM	DESCRIPTION	STAGE 1	STAGE 2	STAGE 3	TOTAL
1	SERVICE TO PROVIDE SOUND AND LIGHTING SYSTEMS AND RELATED PRODUCTION SERVICES FOR THE CITY'S "HOMETOWN HOLIDAYS" FESTIVAL FROM MAY 28, 2016 THROUGH MAY 29, 2016. (NO RAIN DATE)				
2	SERVICE TO PROVIDE SOUND SYSTEMS AND RELATED PRODUCTION SERVICES FOR CITY OF ROCKVILLE'S 2016 MONDAY, JULY 4 TH EVENT. (RAIN DATE 7/5/16)				
	MAXIMUM MOBILIZATION PRICE IF THE CITY CANCELS THE EVENT AFTER THE CONTRACTOR HAS SET-UP AT MATTIE J.T. STEPANEK PARK. (JULY 4 TH EVENT ONLY)				
	MAXIMUM MOBILIZATION PRICE IF THE CITY CANCELS THE EVENT PRIOR TO THE CONTRACTOR ARRIVING AT MATTIE J.T. STEPANEK PARK. (JULY 4 TH EVENT ONLY)				
3	SERVICE TO PROVIDE SOUND AND RELATED PRODUCTION SERVICES FOR THE CITY'S 2016 SATURDAY, JULY 16 TH ROTARY RUN.				
	GRAND TOTAL				
	SERVICES FOR ALL THREE (3) EVENTS TO BE PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS LISTED ON THIS IFB.				

Respondent's Name: _____

Date: _____

COMPLETE AND RETURN THIS PAGE WITH BID

BID PROPOSAL FORM

(COMPLETE AND RETURN IN DUPLICATE)

SERVICE FOR ALL THREE EVENTS TO BE PROVIDED

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR IFB 17-16 SOUND AND LIGHTING SERVICES FOR EVENTS.

Bidders shall bid all items or the bid shall be deemed non-responsive and the bid shall be rejected.

YEAR TWO - 2017

ITEM	DESCRIPTION	STAGE 1	STAGE 2	STAGE 3	TOTAL
1	SERVICE TO PROVIDE SOUND AND LIGHTING SYSTEMS AND RELATED PRODUCTION SERVICES FOR THE CITY'S "HOMETOWN HOLIDAYS" FESTIVAL FROM MAY 27, 2017 THROUGH MAY 28, 2017. (NO RAIN DATE)				
2	SERVICE TO PROVIDE SOUND SYSTEMS AND RELATED PRODUCTION SERVICES FOR CITY OF ROCKVILLE'S 2017 TUESDAY, JULY 4 TH EVENT. (RAIN DATE 7/6/17)				
	MAXIMUM MOBILIZATION PRICE IF THE CITY CANCELS THE EVENT AFTER THE CONTRACTOR HAS SET-UP AT MATTIE J.T. STEPANEK PARK. (JULY 4 TH EVENT ONLY)				
	MAXIMUM MOBILIZATION PRICE IF THE CITY CANCELS THE EVENT PRIOR TO THE CONTRACTOR ARRIVING AT MATTIE J.T. STEPANEK PARK. (JULY 4 TH EVENT ONLY)				
3	SERVICE TO PROVIDE SOUND AND RELATED PRODUCTION SERVICES FOR THE CITY'S 2017 SATURDAY, JULY 15 TH ROTARY RUN.				
	GRAND TOTAL				
	SERVICES FOR ALL THREE (3) EVENTS TO BE PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS LISTED ON THIS IFB.				

Respondent's Name: _____

Date: _____

COMPLETE AND RETURN THIS PAGE WITH BID

BID PROPOSAL FORM

(COMPLETE AND RETURN IN DUPLICATE)

SERVICE FOR ALL THREE EVENTS TO BE PROVIDED

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR IFB 17-16 SOUND AND LIGHTING SERVICES FOR EVENTS.

Bidders shall bid all items or the bid shall be deemed non-responsive and the bid shall be rejected.

YEAR THREE - 2018

ITEM	DESCRIPTION	STAGE 1	STAGE 2	STAGE 3	TOTAL
1	SERVICE TO PROVIDE SOUND AND LIGHTING SYSTEMS AND RELATED PRODUCTION SERVICES FOR THE CITY'S "HOMETOWN HOLIDAYS" FESTIVAL FROM MAY 26, 2018 THROUGH MAY 27, 2018. (NO RAIN DATE)				
2	SERVICE TO PROVIDE SOUND SYSTEMS AND RELATED PRODUCTION SERVICES FOR CITY OF ROCKVILLE'S 2018 WEDNESDAY, JULY 4 TH EVENT. (RAIN DATE 7/6/18)				
	MAXIMUM MOBILIZATION PRICE IF THE CITY CANCELS THE EVENT AFTER THE CONTRACTOR HAS SET-UP AT MATTIE J.T. STEPANEK PARK. (JULY 4 TH EVENT ONLY)				
	MAXIMUM MOBILIZATION PRICE IF THE CITY CANCELS THE EVENT PRIOR TO THE CONTRACTOR ARRIVING AT MATTIE J.T. STEPANEK PARK. (JULY 4 TH EVENT ONLY)				
3	SERVICE TO PROVIDE SOUND AND RELATED PRODUCTION SERVICES FOR THE CITY'S 2018 SATURDAY, JULY 21 TH ROTARY RUN.				
	GRAND TOTAL				
	SERVICES FOR ALL THREE (3) EVENTS TO BE PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS LISTED ON THIS IFB.				

Respondent's Name: _____

Date: _____

COMPLETE AND RETURN THIS PAGE WITH BID

BID PROPOSAL FORM

(COMPLETE AND RETURN IN DUPLICATE)

SERVICE FOR ALL THREE EVENTS TO BE PROVIDED

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR IFB 17-16 SOUND AND LIGHTING SERVICES FOR EVENTS.

Bidders shall bid all items or the bid shall be deemed non-responsive and the bid shall be rejected.

THREE (3) YEAR TOTAL CALCULATION

ITEM	DESCRIPTION	STAGE 1	STAGE 2	STAGE 3	TOTAL
1	SERVICE TO PROVIDE SOUND AND LIGHTING SYSTEMS AND RELATED PRODUCTION SERVICES FOR THE CITY'S "HOMETOWN HOLIDAYS" FESTIVAL FROM 2016-2018.				
2	SERVICE TO PROVIDE SOUND SYSTEMS AND RELATED PRODUCTION SERVICES FOR CITY OF ROCKVILLE'S JULY 4 TH EVENT FROM 2016-2018.				
	MAXIMUM MOBILIZATION PRICE IF THE CITY CANCELS THE EVENT AFTER THE CONTRACTOR HAS SET-UP AT MATTIE J.T. STEPANEK PARK. (JULY 4 TH EVENT ONLY)				
	MAXIMUM MOBILIZATION PRICE IF THE CITY CANCELS THE EVENT PRIOR TO THE CONTRACTOR ARRIVING AT MATTIE J.T. STEPANEK PARK. (JULY 4 TH EVENT ONLY)				
3	SERVICE TO PROVIDE SOUND AND RELATED PRODUCTION SERVICES FOR THE CITY'S ROTARY RUN EVENT FROM 2016-2018.				
	GRAND TOTAL – ALL THREE (3) YEARS				
	SERVICES FOR ALL THREE (3) EVENTS TO BE PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS LISTED ON THIS IFB.				

Respondent's Name: _____

Date: _____

COMPLETE AND RETURN THIS PAGE WITH BID



PRICING INFORMATION FOR UNFORESEEN NEEDS

The City has made a good faith effort to describe and specify all of the services that will be required. Charges for any additional services, which have not been considered shall be included in the total price of the job, as well as, specified and itemized below, otherwise the charges shall become the responsibility of the Contractor.

NOTE: This page shall be returned with the quote. Failure to return this page with the quote may result in disqualification.

DESCRIPTION OF CHARGE	HOMETOWN HOLIDAYS	PRICING	JULY 4 TH	PRICING	ROTARY RUN	PRICING
OTHER CHARGES: SPECIFY						
OTHER CHARGES: SPECIFY						
OTHER CHARGES: SPECIFY						
OTHER CHARGES: SPECIFY						
OTHER CHARGES: SPECIFY						

ADDITIONAL INFORMATION

Provide any additional information you wish to bring to the City's attention with regard to this quote, the individuals who will be performing the services, or the bidder's overall qualifications.

Respondent's Name: _____

Date: _____

COMPLETE AND RETURN THIS PAGE WITH BID

ADDENDA:

If an Addendum is issued, it will be posted on the City's website - <http://www.rockvillemd.gov/Bids.aspx>. Bidders are responsible for checking the City's website periodically for all addenda prior to the due date. Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: # _____ or _____ none.

Please note, that it is the Bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

W-9 Form Required Have you attached a completed IRS W-9 form? _____ No _____ Yes

SUBMITTALS – CONFIRM THAT EACH HAS BEEN PROVIDED

- A. Insurance Forms, Pages 17-18 of this IFB
_____ YES _____ NO
- B. Resumes for Audio Engineers, Page 22 of this IFB
_____ YES _____ NO
- C. Bid Proposal Form, Pages 33-36 of this IFB.
_____ YES _____ NO
- D. Pricing Information for Unforeseen Needs, Page 37 of this IFB
_____ YES _____ NO
- E. Any Addenda that may have been issued, Page 38 of this IFB
_____ YES _____ NO
- F. References Form, Pages 39-40 of this IFB
_____ YES _____ NO
- G. Bid Acceptance Form, Pages 41-42 of this IFB
_____ YES _____ NO
- H. Affidavit Forms, Pages 43-44 of this IFB
_____ YES _____ NO
- I. COG, Council of Governments Rider Clause Form, Page 45 of this IFB
_____ YES _____ NO

Respondent's Name: _____

Date: _____

COMPLETE AND RETURN THIS PAGE WITH BID

(ATTACHMENT A)

REFERENCES

The Bidder shall be a competent and experienced contractor with an established reputation within the community. The Bidder shall have performed similar work for a minimum period of five (5) years. The bid shall furnish a representative list of three (3) projects involving work as specified. The Bidder shall have adequate technically qualified personnel employed within its organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the Bidder. Failure to submit the required information with the Bid Proposal may be cause for rejection of the Bid.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and deliver the service herein.

LIST OF THREE (3) PROJECTS INVOLVING WORK AS SPECIFIED:

1. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____
2. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____
3. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____

Respondent's Name: _____

Date: _____

COMPLETE AND RETURN THIS PAGE WITH BID

REFERENCES CONTINUED

LAST TWO (2) CONTRACTS COMPLETED:

1. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____

2. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____

Respondent's Name: _____

Date: _____

COMPLETE AND RETURN THIS PAGE WITH BID

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

STREET AND/OR PO BOX: _____

CITY / STATE / ZIP CODE: _____

FEDERAL IDENTIFICATION OR SSN: _____

SIGNATURE: _____ (SEAL) DATE: _____

PRINTED SIGNATURE: _____

WITNESS SIGNATURE: _____

WITNESS PRINTED SIGNATURE: _____

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

STREET AND/OR PO BOX: _____

CITY / STATE / ZIP CODE: _____

FEDERAL IDENTIFICATION # OR SSN: _____

MEMBER SIGNATURE: _____ (SEAL) DATE: _____

COMPLETE AND RETURN THIS PAGE WITH BID

PRINTED SIGNATURE: _____

TITLE: _____

WITNESS SIGNATURE: _____

WITNESS PRINTED NAME: _____

IF A CORPORATION:

NAME OF CORPORATION: _____

STREET AND/OR PO BOX: _____

CITY / STATE / ZIP CODE: _____

STATE OF INCORPORATION: _____

FEDERAL IDENTIFICATION OR SSN: _____

SIGNATURE: _____ (SEAL) DATE: _____

PRINTED SIGNATURE: _____

TITLE: _____

WITNESS SIGNATURE: _____

WITNESS PRINTED NAME: _____

TITLE: _____:

REMITTANCE ADDRESS (if different than above)

STREET AND/OR PO BOX: _____

CITY / STATE / ZIP CODE: _____

EMERGENCY CONTACT NAME: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICES (24 hrs) PHONE: _____

COMPLETE AND RETURN THIS PAGE WITH BID

Non—Collusion Affidavit

Complete, Sign and Return with your Bid Proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization name) whose address is _____

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached offer / proposal and of all pertinent circumstances respecting such offer / proposal;

2. Such offer / proposal is genuine and is not a collusive or sham offer / proposal.

3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham offer / proposal in connection with the contract for which the attached offer / proposal has been submitted or to refrain from offering a proposal in connection with contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached offer / proposal or of any other proposer, or to fix any overhead, profit or cost element of the offer / proposal or the offer price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed contract; and

4. The price or prices quoted in the attached offer / proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

COMPLETE AND RETURN THIS PAGE WITH BID

Affidavit of Qualification to Contract with a Public Body

Complete, Sign and Return with your Bid Proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization name) whose address is _____

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]._____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit shall be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

Signature _____

Printed Name _____

Title _____

Date _____

COMPLETE AND RETURN THIS PAGE WITH BID

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded contractor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The City Of Rockville shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT TO:

Yes / No	Jurisdiction	Yes / No	Jurisdiction
	Alexandria, Virginia		Alexandria Public Schools
	Alexandria Sanitation Authority		Arlington County, Virginia
	Arlington County Public Schools		Bowie, Maryland
	Charles County Public Schools		College Park, Maryland
	Culpeper County, Virginia		District of Columbia
	District of Columbia Courts		District of Columbia Public Schools
	District of Columbia Water & Sewer Auth.		Fairfax, Virginia
	Fairfax County, Virginia		Fairfax County Water Authority
	Falls Church, Virginia		Fauquier County Schools & Government, Virginia
	Frederick, Maryland		Frederick County, Maryland
	Gaithersburg, Maryland		Greenbelt, Maryland
	Herndon, Virginia		Loudoun County
	Loudoun County Public Schools		Loudoun County Sanitation Authority
	Manassas, Virginia		City of Manassas Public Schools
	Manassas Park, Virginia		Maryland-National Capital Park & Planning Comm.
	Metropolitan Washington Airports Authority		Metropolitan Washington Council of Governments
	Montgomery College		Montgomery County, Maryland
	Montgomery County Public Schools		Prince George's County, Maryland
	Prince George's Public Schools		Prince William County, Virginia
	Prince William County Public Schools		Prince William County Service Authority
	Rockville, Maryland		Spotsylvania County Schools
	Stafford County, Virginia		Takoma Park, Maryland
	Upper Occoquan Sewage Authority		Vienna, Virginia
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